

No Child Left Behind Act (NCLBA)
Title IID Enhancing Education Through Technology Competitive Grants
Request for Proposals (RFP)

CFDA 84.318X - P/R Award Number S318X070019 – Budget Period 07/01/07-09/30/08 and
CFDA 84.813X - PR/Award Number S318X060019 - Budget Period 07/01/2006-9/30/2007
Administered by the State of Maine Department of Education

Information regarding this RFP can be found on the Department of Education Technology website www.maine.gov/education/nclb/tiid Information regarding *NCLBA* Title IID is available at the United States Department of Education website www.ed.gov/programs/edtech/legislation.html?exp=0

RFP Sections

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Introduction: Regional Support for Technology in Curriculum, Instruction, and Assessment

The Maine Department of Education is issuing a Request for Proposals (RFP) to provide high quality regional professional development and development support for the effective integration of technology in Maine's classrooms at all levels. This work is funded through Title IID Enhancing Education Through Technology competitive grants, part of the *No Child Left Behind Act*. The goal of this part is "To provide assistance to States and localities for the implementation and support of a comprehensive system that effectively uses technology in elementary schools and secondary schools to improve student academic achievement."

This RFP was developed to enable a greater emphasis on a systemic approach to integrating technology in education for the purpose of improving student achievement, supported through a region-focused professional development and development model. The RFP has two parts. Part One requests the services of seven school administrative units (SAUs) to serve as fiscal agents for seven regional coach/mentors who will provide technology integration professional development for teachers within each region. The regions are drawn around those SAUs who responded to Informational Letter #79 sent by the Commissioner February 5, 2008. SAUs eligible to submit proposals are those with higher percentage of children from families whose income is below the poverty line as determined by the United State Census Bureau. A list of those eligible SAUs appears in Appendix 1 of this RFP.

Part Two of the RFP requests the services of one SAU to provide fiscal agent services in support of regional or statewide professional development for teachers and other staff.

A letter of intent is requested by April 2, 2008. SAUs should indicate whether the SAU will be submitting a proposal for either or both sections of the RFP. A Letter of Intent form appears in Section 5. E-mail responses, in substantially the same format, are acceptable. Send e-mails to bob.mcintire@maine.gov

Overview of the Work

The work envisioned in this RFP will provide professional development to teachers on effective ways of integrating technology in their teaching to support students in learning. Regional Coach/Mentors will provide professional development and support for education professionals in identified SAUs, as well as educators from other SAUs in the region as opportunities permit. Coach/Mentors will continue their own technology integration professional development with a week-long summer institute and followed by regular meetings with other regional Coach/Mentors, Maine Learning Technology Initiative (MLTI) integrators, technology specialists in the Department of Education, and national technology professional and support providers.

The Coach/Mentors will meet regularly with the leadership or administrative teams in the schools and SAUs within their respective regions. The Coach/Mentors will also coordinate work with personnel assigned to the Regional Educator Development Centers (REDCs), the Department's Regional Education Support Team members, and representatives of the State's institutions of higher education. The Coach/Mentors will attend the regional superintendents' meetings if requested, and will be trained to assist SAUs in developing baseline needs assessment data and analyzing additional information about the integration of technology in teaching and learning.

Participating SAUs will each sign a Memorandum of Understanding outlining the support to be provided the regional Coach/Mentors and the local teachers.

The Department of Education anticipates renewing the regional technology support grants for up to two years contingent on the awarding of Title IID grant to the State by the U.S. Department of Education.

Anticipated Title IID Competitive Grant Calendar of Events/Application Deadline:

Request for Proposals released March 18, 2008

Question and Answer Grant Writing webcast session March 27, 2008

Letters of Intent due April 2, 2008

Questions accepted until April 6, 2008

Application Deadline APRIL 17, 2008

Award Notification April 25, 2008 (Tentative)

Contracts Finalized/Approved July 1, 2008

MLTI Teacher/Leader Institute July 23-25, 2008 Castine, ME

Mid-year Grant and Teacher-Leader award reports January 15, 2009

Year-end grant award report July 1, 2009

Grant proceeds must be expended by September 30, 2009.

Final Financial Report Due September 30, 2009

Primary Goal

The primary goal of grants funded under the *No Child Left Behind Act* Title II D is to improve student academic achievement through the use of technology in elementary and secondary schools. Additional goals from *NCLBA* Title IID are: A) to assist every student in “crossing the digital divide” by ensuring that every student is technologically literate by the time the student finishes 8th grade; and’ B) to encourage the effective integration of technology resources and systems with teacher professional development and curriculum development to establish research-based instructional methods that can be widely implemented as best practices by State and local educational agencies. The complete goals for this section of the Act appear in Appendix 2.

Section 1. Eligibility Requirements

Part One - Regional Coach/Mentor Fiscal Agency Services

- A. One SAU listed in Appendix 1 must serve as the applicant for this grant on behalf of the eligible SAUs within the region as a consortium. The SAU submitting the proposal must appear on the list of eligible SAUs determined to have highest numbers or percentages of children from families with income below the poverty line. For purposes of this program, the term “poverty line” is defined by the Office of Management and Budget and revised annually in accordance with section 673(2) of the Community Services Block Grant Act) applicable to a family of the size involved (ESEA Section 9101(33)). (See the U.S. Census website at <http://www.census.gov/hhes/www/saipe/schooltoc.html>) Poverty data was developed by the U.S. Census Bureau and provided by the U.S. Department of Education. The list appears in Appendix 1.
- B. Other members of the regional consortium may, but are not required, to include:
- An institution of higher education that is in full compliance with the reporting requirements of section 207(f) of the Higher Education Act of 1965, as amended, and that has not been identified by the State as low-performing under that Act.
 - A for-profit business or organization that develops, designs, manufactures, or produces technology products or services or has substantial expertise in the application of technology in instruction.
 - A public or private nonprofit organization with demonstrated expertise in the application of educational technology in instruction.
- C. A regional consortium may include other SAUs, educational service agencies, libraries or other appropriate educational entities that can provide local programs.
- D. Non-Public School Participation

Equitable participation for non-public schools is a requirement of the *NCLBA*. The Non-Public School Participation form will indicate which schools wish to be part of the grant process and what services staff from the Non-Public Schools will receive as participants in the professional development activities envisioned in the grant. The SAU serving as the fiscal agent for the consortium applying for a grant will be required to furnish evidence of

participation of non-public schools in its school unit as well as consortium members.

The list of non-public schools appears in Appendix 1.

Proposals that indicate non-public schools wish to participate in the Ed Tech grant, but do not identify the services to be received by the non-public school, will be assessed a 10 point penalty and be required to identify the services to be available to those schools wishing to participate before the grant is awarded.

- E. Each SAU included in the proposal must have an approved Technology Plan on file with the Department of Education, approved through June 30, 2008, or have a plan under evaluation for approval.

Part Two - Statewide Professional Development Grant Application

An SAU listed in Appendix 1 can apply for this part of the grant. The SAU need not be the fiscal agent for one of the regional grants.

Section 2. Funding Levels

Part One - Regional Coach/Mentor Fiscal Agency Services

- A. The Department anticipates awarding seven grants of up to \$90,000 each.
- B. Participating SAUs must agree to the Memorandum of Understanding outlined in Section 5 of this proposal and provide the resources specified.

Part Two - Statewide Professional Development Grant Application

The Department anticipates awarding one grant of up to \$36,471 to support the presentation of a week-long summer technology academy and to provide additional professional development support as required by the Department. SAUs interested in providing this service are to complete the Statewide Professional Development Grant Application.

Section 3. Submitting a Proposal, Components and Requirements

Part One - Regional Coach/Mentor Fiscal Agency Services

One SAU listed in Appendix 1 must serve as the applicant for this grant on behalf of the SAUs in the region and as the fiscal agent for purposes of this grant. The SAU serving as the applicant/fiscal agent:

- A. obtains agreement as documented by superintendents' signatures from all participating SAUs as well as the Non-Public School Participation forms as necessary.
- B. facilitates the development of the proposal narrative and completes necessary budget forms for the application.
- C. organizes any meetings of the consortium members. These meetings can be in held in conjunction with other regular meetings.

The Application form and other documents necessary to apply for the NCLBA Title IID grant are listed in Section 5. The following list indicates the information needed to apply and the evaluation point value. It may be used as checklist for submissions.

NOTE: Points may also be added or subtracted from the scoring total as explained on the scoring forms in Appendix 3. Up to 10 points will be assigned by the Department of Education for Section 1 with a possible deduction of 10 points at Section 9 for neglecting non-public school participation.

Basic Information - Required 0 points

- ☐ The Cover and Information Page (form provided)
- ☐ Debarment Assurance (form provided)
- ☐ Non-Public School Participation Forms (form provided – must be submitted by non-public schools in all participating SAUs)
- ☐ Regional Coach/Mentor Memorandum of Understanding and Budget (form provided – submitted by SAU serving as fiscal agent)

Consortium Members – (form provided) Required and evaluated - Up to 15 points

- ☐ List the members of the consortium that helped develop and review the proposal. Representatives from participating non-public schools should be part of the proposal consortium team.

Proposal Narrative - Required and evaluated. Up to 10 points

Proposal Narrative Layout Requirements 12 point Type - 1” margins

In a narrative of two pages or less, explain the following preferably in this order:

History of cooperative relationship of consortium members. Up to 10 points

- ☐ How the history of the consortium members, or those in preceding organizations, demonstrates a capability to cooperatively support the work envisioned in this RFP.

Budget - Required and evaluated Up to 30 points (Form provided for Regional Coach/Mentor)

- ☐ Propose a fee of up to 4% for the administration of the regional Coach/Mentor grant covering the items itemized in the anticipated budget. Federal legislation requires that 25 % of the total budget be dedicated to professional development and development. Up to 20 points may be awarded for greater amounts dedicated to professional development and development. Note Appendix 3 – Fiscal Agent Grant Proposal Evaluation Summary Form Section 8.
- ☐ Complete an estimated line item budget.
- ☐ Explain how the budget expenditures are of appropriate value.
- ☐ What staff and system resources are available at the SAU to support administration of the grant
- ☐ What experience does the SAU have in administering similar grants?

Nonpublic School Participation – If a non-public school wishes to participate, the proposal must explain what services they will receive as partners in the grant.

- ☐ Proposals that indicate non-public schools wish to participate in the grant, but do not identify the services to be received by the non-public school, will be assessed a 10 point penalty.

Part Two - Statewide Professional Development Grant Application

Proposals to serve as the fiscal agent for statewide professional development will be accepted from any SAU eligible to participate in this round of grants as listed in Appendix 1.

The fiscal agent will be responsible for administering the funds for summer and spring teacher/leader institutes and other and regional professional development events as requested.

The Application form and other documents necessary to apply for the NCLBA Title IID grant appears in Section 3. The following list indicates the information needed to apply and the evaluation point value. It may be used as checklist for submissions.

NOTE: Points may also be added or subtracted from the scoring total as explained on the scoring forms in Appendix 3. Up to 10 points will be assigned by the Department of Education for Section 1

Basic Information - Required – 0 points

- ☐ The Cover page and Information page (form provided)
- ☐ Debarment Assurance (form provided)

Proposal Narrative - Required and evaluated. Score up to 35 points

Proposal Narrative Layout Requirements 12 point Type - 1” margins

In a narrative of one page or less, explain the following (not necessarily in this order):

Capacity of the SAU to administer the Statewide Professional Development Grant.

- ☐ What staff and system resources are available at the SAU to support administration of the grant?
- ☐ What experience does the SAU have in administering similar grants?

Budget - Required and evaluated Up to 25 points (Form provided)

- ☐ Propose a fee of up to 4% for the administration of the Professional development Addendum grant covering the items itemized in the anticipated budget

Section 4. Evaluation Criteria and Process

Criteria for the evaluation of proposals appear in Appendix 3, the Proposal Evaluation Scoring Form. Proposals will be reviewed by evaluators that could include active or retired K-12 educators and/or education professionals working for the Department of Education, institutions of higher education, or other departments or agencies with extensive knowledge of the application of technology in education.

Proposals for Part One will be ranked against those submitted by consortia in each of the identified regions. The highest-ranking proposal in each region will be sent to the Commissioner as “recommended for funding.” The Commissioner of the Department of Education, who has the final authority to award the funds, subject to the approval of the State’s Purchases Review Committee, will make the grant awards.

Proposal for Part Two will be ranked against those submitted by all eligible SAUs. The highest-ranking proposal will be sent to the Commissioner as “recommended for funding.” The Commissioner of the Department of Education, who has the final authority to award the funds, subject to the approval of the State’s Purchases Review Committee, will make the grant awards.

Awards will be based on numeric scores and are contingent on availability of funds. The Department of Education reserves the right to negotiate minor adjustments in the grant requirements and final award amounts based on evaluation results. Decisions of the Commissioner are subject to the appeals process outlined in Department of Administrative and Financial Services Reg. 120, Rules for Appeal of Contracts and Grant Awards.

Official notification of award decisions will be provided to all applicants by letter on or about April 25, 2008.

SAUs wishing to apply to be the fiscal agent for the Part 2 of the RFP, the Statewide Professional Development Grant, must complete the Application Cover and Information Page and the Grant Budget. It is not necessary for an SAU to be the fiscal agent for a regional consortium to apply for and be awarded the Statewide Professional Development Grant contract. Maine State Retirement benefits must be included for positions identified in the application budget. In addition, any other benefits specified by the local collective bargaining agreement must be applied to all salaries, stipends and honoraria in the circumstances and in the amounts covered in the collective bargaining agreement.

For more information about this RFP, contact Bob McIntire, Department of Education, 23 State House Station, Augusta, ME 04333-0023. Telephone number - 207-624-6778
E-mail - bob.mcintire@state.me.us All questions must be submitted in writing and will be posted, with written answers, on the Department's website at www.maine.gov/education/titleiid/
Questions must be submitted by April 6, 2008 in order to ensure that all prospective applicants have access to the answers in time to inform their proposals.

Section 5. Application and Grant Forms

Blank forms are included in the following section for these items:
Letter of Intent

Part One Regional Coach/Mentor Proposal Cover and Information Page
Debarment Assurance Form
Non-Public School Participation Form
SAU Regional Coach/Mentor Memorandum of Understanding
SAU Local Professional Development Memorandum of Understanding
Consortium Team Form
Regional Coach/Mentor Budget Form

Part Two Statewide Professional Development Grant Cover and Information Page
Part Two Statewide Professional Development Grant Budget Form

**Title IID Ed Tech Grant Letter of Intent
Regional Coach/Mentor Proposal Cover and Information Page
Due Date 2:00 PM April 2, 2008**

Submitted by

School Administrative Unit

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

E-mail address _____ FAX _____

Intends to submit a proposal for

☐ **Regional Coach/Mentors Fiscal Agent**

☐ **Statewide Professional Development Fiscal Agent Contract**

Superintendent Signature

Date

**Send Letter of Intent to
Bob McIntire
NCLBA Title IID Training Projector
Maine Department of Education
State House Station 23
Augusta, ME 04333-0023**

**E-mail responses, in substantially the same format, are acceptable.
Send e-mails to bob.mcintire@maine.gov**

Title IID Ed Tech Grant Application
Regional Coach/Mentor Fiscal Agent Proposal Cover and Information Page
Due Date 2:00 PM April 17, 2008

Send one (1) original copy, (3) print copies and (1) electronic copy of the proposal in Microsoft Word or RTF format on cd, flash card or other electronic form, enclosed in a sealed package marked "Response to Title IID Ed Tech Grants RFP". The packet is to be addressed to:

Betty Lamoreau, Director
Division of Purchases
Cross Office Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, ME 04333-0009

Submitted by

School Administrative Unit Consortium Fiscal Agent

Requested Amount \$ _____ (Up to \$90,000 for Regional Coach/Mentor Fiscal Agent grant)

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

E-mail address _____ FAX _____

Superintendent Signature

Date

Application Contents

Debarment Assurance (form provided – one required for the fiscal agent)

Non-Public School Participation Form (form provided – required for each SAU participating in the consortium)

School Administrative Unit Memoranda of Understanding (forms provided - one for the regional Coach/Mentor from the fiscal agent and one for SAUs in the participating in the regional teacher professional development initiative.)

Consortium Team (form provided – one for each consortium)

Proposal Narrative (one for each fiscal agent proposal)

Budget (forms provided – one from fiscal agent for regional Coach/Mentors)

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not, within a three-year period preceding this application, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local), with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not, within a three-year period preceding this application, had one or more public transaction (Federal, State, or local) terminated for cause or default; and

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	
PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

NO CHILD LEFT BEHIND ACT (NCLBA) Title IID Ed Tech Competitive Grant
NON-PUBLIC SCHOOL PARTICIPATION SCHOOL YEAR 2008-2009

NON-PUBLIC SCHOOL

Name and title of person completing form

ADDRESS

PHONE NO.

CITY, STATE, ZIP

COMPLETE ONE OF THE FOLLOWING BOXES and return to the local superintendent whether or not you plan to participate.

Our school DOES wish to participate in the *No Child Left Behind Act (NCLBA)* Title IID Ed Tech Competitive program and assures that:

This school has been consulted IN A TIMELY MANNER in the planning of the consolidated *NCLBA* application and is satisfied with the educational services to be offered.

The services, materials and/or equipment provided through any of the *NCLBA* programs will be used to provide only secular, neutral and nonideological educational services to student and school personnel.

Non-public schools which are controlled by a religious organization and who receive services under the *NCLBA* grant programs are in compliance with Title IV of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.

Non-public schools which are not controlled by a religious organization and who receive services under the *NCLBA* grant programs are in compliance with Title IV of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Signature & Title of Authorized Non-Public School Representative

Date

Our school DOES NOT wish to participate in the *NCLBA* Title Ed Tech IID Competitive Grant.

Signature & Title of Authorized Non-Public School Representative

Date

For Information Call:
Local School Superintendent or
Bob McIntire, Department of Education 624- 6778
DUPLICATE FORM AS NECESSARY

Return Original ASAP to:
Local School Superintendent

**School Administrative Unit Memorandum of Understanding
for Regional Technology Coach/Mentors**

For the Maine Learning Technology Initiative (MLTI)

_____ (School Administrative Unit) agrees to provide the regional technology Coach/Mentor the equipment and professional support outlined below for the 2008-2009 school year. The SAU, in exchange, will receive a first year grant of up to \$90,000 to underwrite Coach/Mentor salaries and benefits, and underwrite cost for Coach/Mentor expenses incurred in administering the MLTI professional development program. Grants for subsequent years will depend on the awarding of Title IID Enhancing Education Through Technology grants from the US Department of Education. The SAU hereby assures the Maine Department of Education that it will:

- Assign one administrator (superintendent or designee) as the SAU contact person to facilitate the participation of the regional Coach/Mentors in the program.
- Provide Coach/Mentor office/meeting space on a scheduled basis suitable for professional development and demonstrations with adequate electrical service, network cabling, T-1 Internet access (minimum 1-2 mbps), work furniture where needed, telephone access, a cell phone or provisions for service.
- Provide participating Coach/Mentors with the resources (mileage, lodging, materials and supplies) necessary for successful presentation of the program.
- Facilitate Coach/Mentor's attendance at regional superintendents meetings as requested.
- Commit to continual enhancement of teacher professional development in the effective use of technology in the classroom.
- Allow classroom visits by Maine Department of Education personnel, college of education faculty, preservice teachers, and other appropriate educators.

SPECIAL CONDITIONS

- Quarterly reports of teacher participation will be provided by the regional Coach/Mentors to the SAUs.
- Teachers participating in professional development activities will be provided with required materials for the program.
- Teachers participating will be provided with one email address per person
- The Department of Education anticipates renewing the regional technology support grants for two additional years, at funding levels to be negotiated, contingent on awarding of Title IID grants from the U.S. Department of Education.

School Administrative Unit Superintendent Signature
(Required when the proposal is submitted)

Date

For the _____ MLTI Regional Consortium

Local Technology Coach/Mentor Signature
(Required when Coach/Mentor has been hired or contracted)

Date

**School Administrative Unit Memorandum of Understanding
for Support of Teachers' Professional Development on Integration of Technology in
Teaching and Learning.**

For the Maine Learning Technology Initiative (MLTI) professional development to succeed,

_____ (School Administrative Unit) and the hosting school(s) agree to provide participating teachers support they need to complete eight professional development sessions of approximately four hours each or an amount agreed on with the Department of Education,. The SAU, in exchange, will receive the professional development support provided by a Certified MLTI/eMINTS Trainer Mentor at no charge. The SAU and participating school(s) hereby assure Maine Department of Education that:

- The SAU will identify the “critical number” of teachers needed to participate in the professional development .
- The building principal will be the SAU contact person to facilitate the participation of the teachers in the MLTI professional development program. The principal agrees to participate in an MLTI regional meeting before the professional development commences.
- The SAU technology coordinator will participate in an MLTI Technical Support Workshop provided by the State Technology Coordinator.
- SAU personnel will fulfill all agreed upon program professional development, implementation, and evaluation activities and requirements including providing student data as requested by the Maine Department of Education to facilitate program evaluation.
- The SAU will provide participating teachers with the resources necessary for successful participation in the program including 32 hours of program professional development sessions outside the regular class time or schedules agreed upon by the teachers and administrators..
- SAU personnel agree to use professional development provided by the program in accordance with the intent of the MLTI program and its provisions.
- Successful participation requires that teachers attend ALL agreed upon professional development sessions unless a valid excuse is presented.
- The SAU and school will allow classroom visits by regional MLTI Coach/Mentors, Maine Department of Education personnel, college of education faculty, preservice teachers, and other appropriate educators.
- Participants will be provided with meals and required materials for the program.
- Participants will be provided with one email address per person and server space for a classroom website if required.

1. Teacher Signature

Date

Teacher Name (print)

e-mail

Teacher Signature

Date

2. Teacher Name (print)

e-mail

Use additional pages as needed for teacher/leader signatures

Teacher Signature

Date

3. Teacher Name (print)

e-mail

Teacher Signature

Date

4. Teacher Name (print)

e-mail

Teacher Signature

Date

5. Teacher Name (print)

e-mail

SAU Technology Coordinator Signature

Date

Technology Coordinator Name (print)

email

SAU Building Principal Signature

Date

Building Principal Name (print)

emai

SAU Superintendent Signature

Date

Superintendent Name (print)

email

Title IID Ed Tech Consortium Team

List the name, position and role or responsibility of each member of the Ed Tech Consortium Team. The ideal team will include parents who are not employed by the local educational agencies or on the school board, community members, teachers, administrators and representatives of participating non-public schools. Check all that apply. Use additional pages if needed.

	Assisted in development of proposal	Reviewed Proposal
<hr/> Name	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Position - Role/Responsibilities		
<hr/> Name	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Position - Role/Responsibilities		
<hr/> Name	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Position - Role/Responsibilities		
<hr/> Name	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Position - Role/Responsibilities		
<hr/> Name	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Position - Role/Responsibilities		
<hr/> Name	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Position - Role/Responsibilities		
<hr/> Name	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> Position - Role/Responsibilities		

Title IID Ed Tech Budget Form Regional Coach/Mentor 2008-2009

SAU Submitting Proposal

Title IID Ed Tech Budget \$ 90,000. Twenty five (25) percent of the budget must be dedicated to professional development and development of the proposal cannot be evaluated. Estimated expenditures subject to negotiation. Show any district in-kind or district funded contributions that will support the project.

Item	Title IID Amount	SAU Contribution
110 Salaries		
120 Temporary Salaries		
200 Benefits		
300 Professional & Technical Services		
320 Training and Professional Development	\$750.00 eMINTS Certification	
550 Printing		
580 Travel		
600 Materials and Supplies		
734 Equipment		
800 Administration (Up to 4%)		
Totals	\$90,000.00	

Maine State Retirement benefits must be included for positions identified in this application budget. In addition, any other benefits specified by the local collective bargaining agreement must be applied to all salaries, stipends and honoraria in the circumstances and in the amounts covered in the bargaining agreement.

Superintendent's Signature

Date

For office use only

☐ Approved

☐ Not Approved

Department of Education

Date

**Title IID Ed Tech Grant Application
Statewide Professional Development Fiscal Agent Services
Proposal Cover and Information Page
Due Date 2:00 PM April 17, 2008**

Send one (1) original copy, (3) print copies and (1) electronic copy of the proposal in Microsoft Word or RTF format on cd, flash card or other electronic form, enclosed in a sealed package marked "Response to Title IID Ed Tech Grants RFP". The packet is to be addressed to:

Betty Lamoreau, Director
Division of Purchases
Cross Office Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, ME 04333-0009

Submitted by

School Administrative Unit

Requested Amount \$ _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

E-mail address _____ FAX _____

Superintendent Signature

Date

_____(LEA) is applying for the Title IID Ed Tech Grant Addendum Professional development Contract to provide fiscal agency services for the Maine Learning Technology Initiative/eMINTS Summer Institute and Regional Professional development events.

Application Contents

Cover – Info form (form provided)

Narrative – 1 page

Professional development Contract Fiscal Agent Budget (form provided)

Debarment Assurance Form

Statewide Professional Development Contract Budget 2008-2009

SAU Submitting Proposal _____

Title IID Ed Tech Budget \$ 40,000. If necessary , explain budgets items on a separate sheet. Twenty five (25) percent of the budget must be dedicated to professional development and development or the proposal cannot be evaluated. Estimated expenditures subject to negotiation based on the final professional development plan developed by the Department of Education.

Item	Title IID Regional Professional development Estimated Expenses
110 Salaries	
120 Temporary Salaries	
200 Benefits	
300 Professional & Technical Services	\$35,201.00
320 Training and Professional Development	
550 Printing	
580 Travel	
600 Materials and Supplies	
734 Equipment	
800 Administration (up to 4%)	\$1450.00
Totals	\$36,471.00
Maine State Retirement benefits must be included for positions identified in this application budget. In addition, any other benefits specified by the local collective bargaining agreement must be applied to all salaries, stipends and honoraria in the circumstances and in the amounts covered in the bargaining agreement.	
<div style="display: flex; justify-content: space-between;"> <div> Superintendent's Signature _____ <u>For office use only</u> <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved </div> <div> Date _____ Department of Education _____ Date _____ </div> </div>	

Appendix 1 2007-08 IID Eligible School Administrative Units (SAUs) By Region

Region	SAUs Eligible for NCLBA Title IID Competitive Grant Professional Development	% Children from Families Below Poverty Line
1	NEW SWEDEN SCHOOL DEPARTMENT	24.77
1	MSAD 24 VAN BUREN	22.72
1	EASTON SCHOOL DEPARTMENT	22.28
1	WOODLAND SCHOOL DEPARTMENT	22.01
1	MSAD 45 WASHBURN	21.49
1	MADAWASKA SCHOOL DEPARTMENT	16.54
1	MSAD 20 FORT FAIRFIELD	16.52
1	MSAD 27 FORT KENT	13.59
1	MSAD 01 PRESQUE ISLE	13.20
1	MSAD 42 MARS HILL	12.44
2	MSAD 67 LINCOLN	25.22
2	SOUTHERN AROOSTOOK CSD	22.85
2	MSAD 41 MILO	19.23
2	MSAD 29 HOULTON	18.40
2	GREENBUSH SCHOOL DEPARTMENT	15.81
2	ALTON SCHOOL DEPARTMENT	14.77
2	MSAD 30 LEE	14.02
3	MSAD 37 HARRINGTON	26.92
3	PEMBROKE SCHOOL DEPARTMENT	23.31
3	ALEXANDER SCHOOL DEPARTMENT	22.50
3	JONESPORT SCHOOL DEPARTMENT	21.37
3	EASTPORT SCHOOL DEPARTMENT	20.73
3	SURRY SCHOOL DEPARTMENT	19.83
3	BEALS SCHOOL DEPARTMENT	19.51
3	MSAD 26 EASTBROOK	19.23
3	STEUBEN SCHOOL DEPARTMENT	18.52
3	MACHIAS SCHOOL DEPARTMENT	18.12
3	MOOSABEC CSD	17.24
3	MSAD 77 CUTLER	17.14
3	ROBBINSTON SCHOOL DEPARTMENT	16.84
3	ORLAND SCHOOL DEPARTMENT	16.62
3	CALAIS SCHOOL DEPARTMENT	15.40
3	PERRY SCHOOL DEPARTMENT	15.17
3	BLUE HILL SCHOOL DEPARTMENT	14.58
3	BUCKSPORT SCHOOL DEPARTMENT	13.33
3	TRENTON SCHOOL DEPARTMENT	13.30
3	CHARLOTTE SCHOOL DEPARTMENT	13.04
3	LAMOINE SCHOOL DEPARTMENT	12.84

4	MOUNTAIN VIEW YOUTH DEV CTR	46.80
4	WATERVILLE PUBLIC SCHOOLS	26.74
4	MSAD 38 DIXMONT	24.23
4	MSAD 13 BINGHAM	21.75
4	MSAD 48 NEWPORT	20.30
4	MSAD 59 MADISON	20.04
4	MSAD 74 ANSON	19.42
4	MSAD 68 DOVER-FOXCROFT	16.69
4	MSAD 03 UNITY	16.67
4	BREWER SCHOOL DEPARTMENT	14.43
4	GLENBURN SCHOOL DEPARTMENT	14.38
4	MSAD 04 GUILFORD	14.07
4	MSAD 23 CARMEL	12.53
5	MSAD 05 ROCKLAND	18.51
5	AUGUSTA PUBLIC SCHOOLS	16.57
5	RICHMOND SCHOOL DEPARTMENT	16.23
5	MSAD 56 SEARSPORT	15.48
5	MSAD 34 BELFAST	13.86
5	BATH SCHOOL DEPARTMENT	12.66
6	LEWISTON SCHOOL DEPARTMENT	19.37
6	MECHANIC FALLS SCHOOL DEPARTMENT	18.51
6	MSAD 21 DIXFIELD	16.84
6	AUBURN SCHOOL DEPARTMENT	15.35
6	MSAD 09 FARMINGTON	15.30
6	MSAD 44 BETHEL	12.51
7	ARTHUR R. GOULD SCH--LCYDC	46.80
7	PORTLAND PUBLIC SCHOOLS	18.58
7	BIDDEFORD SCHOOL DEPARTMENT	15.94
7	OLD ORCHARD BEACH SCHOOL DEPT	14.20
7	MSAD 55 HIRAM	14.15
7	MSAD 72 FRYEBURG	13.76
7	WESTBROOK SCHOOL DEPARTMENT	12.38

Appendix 1. Non-Public Schools Eligible for Participation in Ed Tech Grant

District/Non-public Schools

Union 102 Machias	SAD 30 Lee
102 Machias Valley Christian School	530 Lee Academy
Auburn	SAD 34 Belfast
202 St Dominic Regional High School	534 Toddy Pond School
Augusta	SAD 44 Bethel
205 St Michaels's School	544 Forestdale School
	544 Gould Academy
Bath	
210 Hyde School	SAD 55 Hiram
210 Midcoast Montessori School	555 Ossipee Valley Christian School
Biddeford	SAD 68 Dover Foxcroft
215 St James School	568 Foxcroft Academy
Lewiston	
244 Trinity Catholic School	SAD 72 Fryeburg
244 Central Me Christian Acad	572 Fryeburg Academy
Portland	
265 Cathedral School	
265 Catherine McAuley High School	
265 Cheverus High School	
265 Levey Day School	
265 The Childrens Center	
265 Breakwater School	
265 St Brigid	
265 University School	
265 Waynflete School	
Waterville	
283 Mount Merici Elem School	
Westbrook	
286 The Little Dolphin School	
SAD 1 Presque Isle	
501 Carleton Project	
SAD 5 Rockland	
505 Pen Bay Christian School	
Totals	

Appendix 2

No Child Left Behind Act Title IID Goals

[[Page 115 STAT. 1425]]
Public Law 107-110
107th Congress

An Act

To close the achievement gap with accountability, flexibility, and choice, so that no child is left behind. <<NOTE: Jan. 8, 2002 - [H.R.1]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, NOTE: No Child Left Behind Act of 2001. Education. Inter-governmental relations.

SECTION 1. SHORT TITLE. <<NOTE: 20 USC 6301 note.>>

This title may be cited as the ``No Child Left Behind Act of 2001".

SEC. 2. TABLE OF CONTENTS.(abridged)

The table of contents for this Act is as follows:

Sec. 1. Short title.

Sec. 2. Table of contents.

Sec. 3. References.

Sec. 4. Transition.

Sec. 5. Effective date.

Sec. 6. Table of contents of Elementary and Secondary Education Act of 1965.

TITLE I--IMPROVING THE ACADEMIC ACHIEVEMENT OF THE DISADVANTAGED

Sec. 101. Improving the academic achievement of the disadvantaged.

TITLE II--PREPARING, TRAINING, AND RECRUITING HIGH QUALITY TEACHERS
AND

PRINCIPALS

``Part D--Enhancing Education Through Technology

``Sec. 2401. Short title.

``Sec. 2402. Purposes and goals.

``SEC. 2401. SHORT TITLE.

``This part may be cited as the `Enhancing Education Through
Technology Act of 2001'.

``SEC. 2402. PURPOSES AND GOALS.

``(a) Purposes.--The purposes of this part are the following:

``(1) To provide assistance to States and localities for the implementation and support of a comprehensive system that effectively uses technology in elementary schools and secondary schools to improve student academic achievement.

``(2) To encourage the establishment or expansion of

initiatives, including initiatives involving public-private partnerships, designed to increase access to technology, particularly in schools served by high-need local educational agencies.

“(3) To assist States and localities in the acquisition, development, interconnection, implementation, improvement, and maintenance of an effective educational technology infrastructure in a manner that expands access to technology or students (particularly for disadvantaged students) and teachers.

“(4) To promote initiatives that provide school teachers, principals, and administrators with the capacity to integrate technology effectively into curricula and instruction that are aligned with challenging State academic content and student academic achievement standards, through such means as high-quality professional development programs.

“(5) To enhance the ongoing professional development of teachers, principals, and administrators by providing constant access to training and updated research in teaching and learning through electronic means.

“(6) To support the development and utilization of electronic networks and other innovative methods, such as distance learning, of delivering specialized or rigorous academic courses and curricula for students in areas that would not otherwise have access to such courses and curricula, particularly in geographically isolated regions.

“(7) To support the rigorous evaluation of programs funded under this part, particularly regarding the impact of such programs on student academic achievement, and ensure that timely information on the results of such evaluations is widely accessible through electronic means.

“(8) To support local efforts using technology to promote parent and family involvement in education and communication among students, parents, teachers, principals, and administrators.

“(b) Goals.--

“(1) Primary goal.--The primary goal of this part is to improve student academic achievement through the use of technology in elementary schools and secondary schools.

[[Page 115 STAT. 1672]]

“(2) Additional goals.--The additional goals of this part are the following:

“(A) To assist every student in crossing the digital divide by ensuring that every student is technologically literate by the time the student finishes the eighth grade, regardless of the student's race, ethnicity, gender, family income, geographic location, or disability.

“(B) To encourage the effective integration of technology resources and systems with teacher training and curriculum development to establish research-based instructional methods that can be widely implemented as best practices by State educational agencies and local educational agencies.

Maine Department of Education**NCLBA Title II Ed Tech Competitive Regional Coach/Mentor****Fiscal Agent Grant Proposal Evaluation Summary Form and Criteria**

Evaluation Process: Applications will be ranked against other eligible School Administrative Unites (SAUs) or partnerships within each region. The highest rated applications will be recommended for funding.

Recommendations will be submitted to the Commissioner of the Maine Department of Education, who has the final authority to award the funds, subject to the approval of the State's Purchases Review Committee. The Maine Department of Education is subject to the appeals process outlined in Department of Administrative and Financial Services Reg. 120, Rules for Appeal of Contracts and Grant Awards.

Absolute Requirements and Commitments *All of the following requirements must be addressed for the application to be evaluate. Sections 1 and 2 provided by the Maine Department of Education.*

Each section rated up to the maximum points	Points Specified	Awarded
1. Percentage of families below the poverty line Defined by the Office of Management and Budget and revised annually. Provided by the U.S. Department of Education. Appendix 1	Over 25% = 10 points Above 20% up to 25% = 5 points 15% up to 20% = 1 points	
2. Approved Technology Plan	0 Points	Approved by DOE
3. Consortium Members	Many participants of all SAUs help develop and review the proposal = 15 points Few participants from limited members of regional group developed and reviewed proposal = 8 points Only lead SAU developed proposal = 1 point	

Proposal Narrative		
4. How the history of the consortium (or preceding organizations) demonstrates a capability to cooperatively support the administration of such a grant.	<p>Consortium SAUs have long history of cooperation. = 10 points</p> <p>SAUs members of regional partnership, but have not regularly worked together on training and development activities. = 5 pts</p> <p>This proposal is the first instance of partnership activities. = 1 point</p>	
Budget (form provided)		
5. Complete an estimated line item budget - If a detailed description is not possible within the space allotted on each line, attach necessary pages.	Complete budget = 10 Points	
6. What staff and system resources are available at the SAU to support administration the Addendum Training Grant?	<p>SAU presents evidence of trained and experienced staff and staff and proper financial procedures = 20 points</p> <p>SAU presents partial evidence of capability = 10 pts</p> <p>Little evidence of resources. 1 point</p>	
7. What experience does the SAU have in administering similar grants?	<p>SAU has considerable experience in administering similar projects. =15 points</p> <p>Limited evidence of experience in project administration. = 8 points</p> <p>Little evidence presented = 1 point</p>	
8. Training and Development – Priority given to proposals dedicating greater funds to training and development. 25% required.	<p>90-100% T&D = 20 points</p> <p>50%-89% T&D =10 points</p> <p>25%-49% T&D = 5 points</p>	
9. Non-public school penalty, if applicable.	No evidence of participation - subtract 10 points	
Total – Possible 100 points		

Maine Department of Education
NCLBA Title II Ed Tech
Training Grant Proposal Evaluation Summary Form and Criteria

Evaluation Process: Applications will be ranked against other eligible Local Educational Agencies (SAUs). The highest rated application will be recommended for funding.

Recommendations will be submitted to the Commissioner of the Maine Department of Education, who has the final authority to award the funds, subject to the approval of the State's Purchases Review Committee. The Maine Department of Education is subject to the appeals process outlined in Department of Administrative and Financial Services Reg. 120, Rules for Appeal of Contracts and Grant Awards.

Absolute Requirements and Commitments *All of the following requirements must be addressed for the application to be evaluated. Sections 1 through 4 provided by the Maine Department of Education.*

Each section rated up to the maximum points	Points Specified	Awarded
1. Percentage of families below the poverty line Defined by the Office of Management and Budget and revised annually. Provided by the U.S. Department of Education. Appendix 1	Over 25% = 10 points Above 20% up to 25% = 5 points 15% up to 20% = 1 points	
2. Approved Technology Plan	0 Points	Approved by DOE
Proposal Narrative		
3. What staff and system resources are available at the SAU to support administration the Addendum Training Grant?	SAU presents evidence of trained and experienced staff and staff and proper financial procedures = 20 points SAU presents partial evidence of capability = 10 points Little evidence of resources. 1 point	
4. What experience does the SAU have in administering similar grants?	SAU has considerable experience in administering similar projects. = 15 points Limited evidence of experience in project administration. = 8 points Little evidence presented = 1 point	

Budget (form provided)		
8. Proposed administrative fee	Fee is 1% of total = 25 points Fee is 2% of total = 20 points Fee is 3% of total = 15 points Fee is 4% of total = 10 points	
Total – Possible 70 points		

STATE OF MAINE
DEPARTMENT OF _____
Agreement to Purchase Services

THIS AGREEMENT, made this _____ day of _____, _____, is by and between the State of Maine, _____, hereinafter called "Department," and _____, located at _____, telephone number _____, hereinafter called "Provider", for the period of _____ to _____.

The AdvantageME Vendor/Customer number of the Provider is _____

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed
Rider B - Payment and Other Provisions
Rider C – Exceptions to Rider B
Rider D, E, and/or F – (At Department's Discretion)
Rider G – Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in _____ original copies.

DEPARTMENT OF _____

By: _____
Name and Title, Department Representative

and

By: _____
Name and Title, Provider Representative

Total Agreement Amount: \$ _____

Approved: _____
Chair, State Purchases Review Committee
BP54 (Rev 6/04)

AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The School Administrative Units (SAU) agrees to serve as the fiscal agent employing or contracting with a trainer/mentor who will provide professional development in support of Maine's Learning Technology Initiative (MLTI) within one of seven regions of the state. This is a professional development, capacity building program, not solely a technology initiative. The SAU agrees to hire, or contract for the services of the regional trainer/mentor for the 2008-2009 school year, plus an additional week of professional development July 21 – 25, 2008.

The trainer/mentor will meet the following qualifications:

- hold a Bachelor's degree in education, plus a minimum of three years of PreK-12 teaching experience,
- hold a current valid Maine teaching certification,
- have knowledge of inquiry-based and cooperative learning methodologies,
- possess strong interpersonal relationship skills
- have strong written and verbal communication skills
- be experienced in presenting professional development activities,
- have a working knowledge of multimedia instructional technologies,
- have been an MLTI teacher/technology integrator or have significant related experience in and knowledge of integrating technology in teaching and learning, and
- be an eMINTS certified trainer/mentor.

Preferably the trainer/mentor will hold a Master's degree in Education and have had five plus years pre K- 12 teaching experience.

The SAU agrees to provide the regional technology trainer/mentor the following equipment and professional support in exchange for a grant of \$90,000 to be used to underwrite Trainer/Mentor salaries and benefits or contract and the cost for Trainer/Mentors expenses incurred in administering the MLTI Regional training program. Grants for subsequent years will depend on the awarding of Title IID Enhancing Education Through Technology grants from the US Department of Education. The SAU hereby assures the Maine Department of Education that it will:

- Assign one administrator (superintendent or designee) as the SAU contact person to facilitate the participation of the regional Trainer/Mentor in the program.
- Provide trainer/mentor office/meeting space on a scheduled basis suitable for training and demonstrations with adequate electrical service, network cabling, T-1 Internet access (minimum 1-2 mbps), work furniture where needed, telephone access, a cell phone or provisions for service.
- Provide participating trainer/mentor with the resources (mileage, lodging, materials and supplies) necessary for successful presentation of the program.
- Facilitate trainer/mentor attendance at regional superintendents meetings.

The SAU agrees to provide fiscal agent services for administrative fee of 3% of the contract total, to pay invoices that have been approved by the Department of Education within (15) days of receipt, and to provide a financial statement indicating charges against the account and remaining account balance within (15) days of receipt a request for such by the Department.

Grant funds must expended by September 30, 2009. Remaining funds must be returned to the Department by October 15, 2009. A final financial report is due to the Department no later than September 30, 2009.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ _____
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:
- _____
- _____

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: _____
Title: _____
Address: _____

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee.

Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights)

against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to

otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or

which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for

any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

RIDER D
Not Required: For use at Department's Discretion

RIDER E
Not Required: For use at Department's Discretion

RIDER F
Not Required: For use at Department's Discretion

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☐

United States. Please identify state: _____

☐

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

***Request for Disbursement of Funds provided under No Child
Left Behind Act Title IID Competitive Grants
Agreement to Purchase Services Rider B Attachment 1***

Local Educational Agency (SAU) _____ Date _____

SAU Contact Person _____ Telephone _____

Instructions: Complete the table requesting the amount of funds needed for each month of the grant. The total should equal the total amount of the grant. Whole numbers only.

Month/year	Payment amount requested
Augusta 2008	
December 2008	
April 2009	
Total	

Grant Coordinator Approval _____ Date _____